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DOC #:  
DATE FILED: 8-7-14

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

- v -

\$49,150 IN UNITED STATES CURRENCY,

Defendant-in-rem.  
-----X

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:  
: STIPULATION AND ORDER

: 14 Civ. 2998 (PKC)  
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WHEREAS, on or about April 28, 2014, the United States initiated the above-captioned civil forfeiture action by the filing of a verified complaint for forfeiture pursuant to 21 U.S.C. § 881(a) (6) of \$49,150 in United States currency (the "Defendant Currency"), on the ground that such property was intended to be furnished in exchange for a controlled substance, and/or proceeds traceable to such an exchange, and/or moneys used or intended to be used to facilitate such an exchange;

WHEREAS, the United States of America served notice upon all persons and entities believed to have an interest in the Defendant Currency by certified mail, return receipt requested;

WHEREAS, notice of the verified complaint against the defendant *in rem* was posted on the official government internet site, [www.forfeiture.gov](http://www.forfeiture.gov), for at least 30 consecutive days,

beginning on May 14, 2014, and proof of such publication was filed with the Clerk of this Court on June 17, 2014;

WHEREAS, and the claim deadline for the publication was July 13, 2014;

WHEREAS, on or about June 12, 2014, Noel Hall (the "Claimant"), through her counsel Darius Wadia, Esq., filed a claim as to the Defendant Currency;

WHEREAS, no other person or entity has filed a claim to the Defendant Currency;

WHEREAS, there are no other persons known to the Government to have an alleged interest in the Defendant Currency;

WHEREAS, all applicable deadlines to file a claim have passed;

WHEREAS, the United States and the Claimant agree that a settlement on the terms and conditions set forth herein will best serve the interests of the parties without the need for further litigation; and

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED that plaintiff, United States of America, by its attorney Assistant United States Attorney Carolina A. Fornos and Noel Hall and her counsel, Darius Wadia, Esq., that:

1. The parties agree that the sum of \$9,830 in United

States currency, shall be released to Darius Wadia, counsel to Claimant Noel Hall, by the United States Customs and Border Protection (or its designee), through an electronic transfer issued by the United States Customs and Border Protection (or its designee) to the bank account designated on the ACH Vendor Request Form to be completed by Darius Wadia, Esq., on behalf of Claimant Noel Hall.

2. The Claimant shall withdraw her claim and/or petitions, to the extent filed, to the balance of the Defendant Currency.

3. The balance of the Defendant Currency, consisting of \$39,320 in United States currency, shall be forfeited to the United States pursuant to Title 18, United States Code, Section 2323.

4. This Stipulation and Order shall in no way be deemed an admission of culpability, liability, or guilt on behalf of Noel Hall or of the United States or any of their respective agents, officers or employees, past and present. This Stipulation and Order shall in no way constitute any reflection upon the merits of the claims and defenses asserted respectively by the United States and the Claimants.

5. Claimant is hereby barred from asserting, or assisting others in asserting, any claim against the United

States of America ("USA"), the Department of Justice ("DOJ"), the United States Attorney's Office for the Southern District of New York ("SDNY-USAO"), Homeland Security Investigations ("ICE/HSI"), the Customs and Border Protection ("CBP"), or any agents and employees of the USA, the DOJ, the USAO-SDNY, ICE/HSI, the CBP, as well as local and state agents, officers or employees, past and present, including but not limited to the New York Police Department, in connection with or arising out of the seizure, restraint, and/or constructive possession of the Defendant Currency, including, but not limited to, any claim that there was no probable cause to seize and/or forfeit the Defendant Currency, that the Claimants are a prevailing party, or that the Claimants are entitled to attorney's fees or any award of interest.

6. Claimant hereby agrees to waive all rights to appeal or otherwise challenge or contest the validity of this Stipulation and Order.

7. Each party shall bear his/her/its own costs and attorneys' fees.

8. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party, that is not contained in

this written Agreement shall be enforceable.

9. The Court shall have exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.

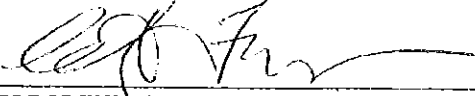
10. The signature pages of this stipulation may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures by fax or by .pdf shall be deemed as originals.

AGREED TO:

PREET BHARARA

United States Attorney for the  
Southern District of New York

By:

  
CAROLINA A. FORNOS  
Assistant United States Attorney  
One Saint Andrew's Plaza  
New York, NY 10007  
(212) 637-2740

DATE

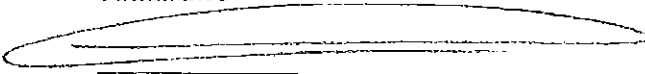
8/3/2014

  
NOEL HALL

Claimant

DATE

7/29/14

  
DARIUS WADIA, Esq.  
233 Broadway, Suite 2208  
New York, NY 10279  
Attorney for the Claimant

DATE

7/29/14

SO ORDERED:

8-7-14  
July 7, 2014

  
THE HONORABLE P. KEVIN CASTEL  
UNITED STATES DISTRICT JUDGE

*All notations are terminated.  
Case is closed.*